



Rechargeable Repairs Policy

1. Introduction

- 1.1. South Norfolk Council is committed to ensuring our properties are safe, secure, and high-quality places to live. To do so all necessary repairs must be completed in a timely manner.
- 1.2. To ensure a safe and secure home is provided the Council will carry out all necessary repairs but also require the tenant to complete any work that they are responsible for. It is essential that we are clear about what work we and the residents are responsible for. This policy details how we will encourage our licensees to take responsibility for keeping their accommodation in a good state of repair.
- 1.3. For the purpose of this document all references to accommodation will include all stock utilised to accommodate our residents however at present all living accommodation held by the council are utilised for temporary accommodation.
- 1.4. This policy sets out:
 - i. How Council officers will be consistent regarding the way decisions are made about recharging.
 - ii. How the service outlined applies all South Norfolk Council tenants, licensees, (referred to as tenants in this document), contractors, staff members and out-of-hours service operators.
 - iii. How repairs may result from tenant damage, neglect or carelessness and how we expect them to pay for the cost of carrying out this work.
- 1.5. This policy draws together various existing arrangements already identified in the Licence Agreement, Welcome Pack information, and aspects of the Tenancy Policy and Void Management Policy under which some recharges are made. It provides guidance on recharging the cost of repairs undertaken by South Norfolk Council and their contractors.

2. Purpose

- 2.1. It is essential that there is continuity and consistency for our residents and officers. This will make sure that all parties are aware of their responsibilities so they can be acted upon in a timely manner.
- 2.2. Key aspects of the policy details how the council will:
 - i. Operate a timely and effective repairs service

- ii. Ensure our properties remain in a decent standard.
- iii. Charge residents for damage caused by neglect or carelessness.
- iv. Be clear about the charges residents are expected to pay.
- v. Provide information to tenants detailing their responsibilities.
- vi. Protect & support vulnerable people.
- vii. Provide an excellent service and be fair and equitable.
- viii. Provide accommodation which attains the Decent Homes Standard
- ix. Be proactive and use measures which prevent and minimise rechargeable repairs.
- x. Work with our partners to provide advice and assistance to tenants to receive budgeting advice.
- xi. Seek to collect all rechargeable debts due.
- xii. Take prompt and appropriate action to recover debts.
- xiii. Be committed to using legal action, but only as a last resort and when reasonable alternative measures have been exhausted.

3. Responsibilities of South Norfolk Council Tenants

3.1. Tenants are responsible for minor repairs, deliberate or accidental damage. This includes:

- i. Minor repairs such as replacing bath and sink plugs, unblocking sinks etc.
- ii. Ensuring that the internal decoration within the property is not damaged either accidentally or maliciously, this does not include shared areas such as landings or entrance halls.
- iii. Maintaining garden in accordance to the licence agreement, not including communal areas.
- iv. Deliberate or accidental damage by tenants or visitors, such as broken glass or damaged doors. This does not include criminal damage that has been reported to the police and has a crime reference number.
- v. Lost security entrance door keys and fobs which can only be purchased from the council.
- vi. Obtaining Home Contents Insurance for their personal property and any losses for which the council is not responsible.

3.2. In addition to the tenant responsibilities listed above there are repairs which would attract a recharge to the current or former tenant of the property where the damage has been caused. Whilst the list below is not exhaustive it aims to provide clear principals on the type of repairs which will attract a recharge:

- i. Wilful damage – e.g. replace smashed door or window, any action which has damaged the structure of the property.
- ii. Neglect – e.g. repairs required further to rubbish removal, missing keys (including window locks), clear blocked sink, bath or WC (e.g. nappies, toilet fresheners, etc.) removal of fire doors, frozen/burst pipes etc.
- iii. Misuse – e.g. replace tiling, repair to walls (graffiti)
- iv. Accidental damage – e.g. to fixture and fittings that require repair or replacement.
- v. Restoring any damage caused, locks changed and clearance of items following eviction or transfer to a different TA property.

3.3. Where our contractors have visited a property to carry out a standard (non-emergency) repair and discover the work is rechargeable, this will not be undertaken until the tenant is informed.

3.4. Situations may also arise that require an immediate response. These are referred to as emergency repairs and can include out of hours work. These can be raised either by the tenant who can contact the councils out of areas service 24 hours a day, 7 days a week, or of course an officer where an urgent repair is identified. Emergency repairs are anything where time or health, safety and security are the most important aspects. These include:

- i. Making a dwelling safe and secure following fire, flood, impact or forced entry to ensure there is no risk of injury to the residents, neighbours, visitors or passers-by.
- ii. Undertaking work to restore essential services to a property in the event of unexpected failure to ensure the health, safety and welfare of the tenants.
- iii. Making a dwelling safe to minimise further damage to the property, or neighbouring premises, for example:
 - a) Insecure external door/window
 - b) Loose or detached banister/handrail
 - c) WC not flushing (where no other available)
 - d) Leaking water or heating pipe, tank or cistern that cannot be contained.
 - e) Total or partial loss of water, heating, or electricity
 - f) Blocked WC, foul drain, or stack
 - g) Blocked flue to open fire or boiler
 - h) Any gas related emergency
 - i) Exposed live or sparking electrical cables.

3.5. The works may attract a recharge. Whether this will be the case will be determined by para 3 – Responsibilities of the tenant.

4. Tenancy Sustainment

4.1. The council aim to ensure that no one should face eviction. Our TA team delivers a support service to tenants to assist them to sustain their tenancy and try to avoid rechargeable repairs. This includes:

- i. Undertaking a Tenancy Sign Up Meeting – An overview of tenant responsibilities is provided.
- ii. Visiting the TA during which we will offer advice to tenants on how to maintain their TA and monitor the condition of the property ensuring issues are resolved at an early stage.
- iii. Conducting Regular Health & Safety checks – These will be scheduled in advance.

5. Void Properties

5.1. Charges can often occur when someone leaves a property as they move on to their new long-term accommodation, or in extreme cases are evicted.

Wherever possible inspections will be carried out before tenants leave the properties, to identify any repairs that are required and advise tenants if any of these are rechargeable. This will also give the tenant the opportunity to rectify the repair before leaving the property.

- 5.2. When the property becomes void, if there is any clearance of belongings, garden works, or repairs to return the property to a standard condition the work will be carried out. Tenants will be recharged for the cost.

6. Equality & Diversity

- 6.1. The policy will take into consideration the Equality Act 2010, Public Sector Equality Duty to protect from discrimination and will be regularly reviewed. We will assess each case on its own merits.

- 6.2. Vulnerability is not defined as someone's ability to pay for services due to low income or level of deprivation, therefore a tenant's financial status or income will not be a qualifying factor.

7. Collection of Rechargeable Repairs

- 7.1. The Council appreciates that the residents we are accommodating will be facing uncertainty regarding their housing circumstances. During this time finances are often stretched. To facilitate an affordable payment plan tenants who are unable or unwilling to pay for the repair should be aware that the amount charged will be put onto a Sundry Account. When placed onto a sundry debt officers have more flexibility to negotiate with residents so that an affordable plan can be agreed to get it paid.
- 7.2. If the charge remains outstanding when the property becomes void the sundry account can continue to be paid off by the payment plan however if this fails it will be passed to the debt collection team.
- 7.3. Where a tenant is to be recharged after the works are complete an invoice will be sent detailing the actual cost and any payments made against the balance owed.
- 7.4. It is in the interest of the Council to make sure that the residents pay their recharge/sundry debts in a manner and timeframes that is affordable to them. Any arrangement which is unaffordable will fail or cause further stress on other commitments included rent. The Council will therefore seek to collect all rechargeable debts in an efficient manner, and we will:
- i. Identify "vulnerability" and offer to work with other agencies to provide a supportive and holistic service.
 - ii. Treat all our customers with respect and consideration of their individual circumstances.
 - iii. Work pro-actively to signpost service users to other agencies that can maximise their income.

- iv. Work closely with any advice agency or authorised person acting on their behalf of the debtor.
- v. Ensure our letters are clear, customer friendly and designed to encourage payment.
- vi. Ensure tenants can discuss their debts in a confidential setting so that we can provide assistance.
- vii. Take into consideration a customer's ability to pay for services and will confirm any payment arrangements and record these on our accounting system.
- viii. Seek to recover all debts owed and be committed to using legal action, but only as a last resort and when reasonable alternative measures have been exhausted.
- ix. Provide a variety of payment options available, reviewing these methods regularly to ensure value for money, accessibility, and customer satisfaction.

8. Charges

8.1. The cost of a rechargeable repair will be a minimum of £45 plus VAT, this covers the cost of the call-out and any initial works. Where a completed repair costs are greater than £45 plus VAT the actual cost of the repair will be charged.

8.2. Tenants will be billed for the cost of works on completion.

9. Complaints

9.1. Tenants who are not satisfied with the way in which their service has been delivered may use the South Norfolk Council Complaints Procedure as detailed in the Complaints Policy. This can be found at [Make a complaint to South Norfolk Council | Broadland and South Norfolk](#)

10. Review of Policy

10.1 This policy will be reviewed if there are significant changes required in the light of best practice and any changes to legislation and Government guidance.